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2. OYSTERS—*Application for planting ground.* A request to an inspector of oysters, that if any one else applied for certain ground for planting and propagating oysters then the party preferring the request should be allowed to take it, is not such an application for location as the law contemplates or requires. The main object of the oyster law is to obtain revenue, and this would be defeated if such conditional applications were permitted. The ground being unoccupied is open to location to him who first applies for it in the manner provided by the statute. The mere fact that other parties had previously rented the ground, under a former statute, gives them no superior claim thereto over other applicants who have complied with the statute.

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EMMONS AND WIFE V. PIDCOCK AND OTHERS.—Decided at Richmond, April 23, 1896.—*Harrison, J.*

1. INJUNCTIONS—*Motion to dissolve—Continuance.* Motions to dissolve or continue injunctions are within the sound legal discretion of the court. But as courts of equity are always open to grant preliminary injunctions, or to reinstate them when improperly dissolved, applications to continue motions for dissolution are not received with favor, and a continuance will only be granted upon a showing of the greatest necessity.

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THE FIDELITY & CASUALTY CO. V. CHAMBERS AND OTHERS.—Decided at Richmond, April 23, 1896.—*Cardwell, J.*

1. DEMURRER TO EVIDENCE—*Motion for new trial.* Upon a demurrer to the evidence it is not necessary to move for a new trial in the trial court in order to review the judgment in the appellate court. *Norfolk & Western R. Co. v. Dunaway's Adm'r.*

2. DEMURRER TO EVIDENCE—*Rule stated.* By a demurrer to evidence the party demurring is considered as admitting the truth of his adversary's evidence and all just inferences which may be drawn therefrom by the jury, and as waiving all of his own evidence which conflicts with that of his adversary, and all inferences from his own evidence (although not in conflict with his adversary's) which do not necessarily result therefrom.

3. INSURANCE—*Payment of premium—Possession of policy.* The possession of a policy of insurance is sufficient evidence of the payment of the premium thereon, on a demurrer to the evidence by the insurance company.

4. INSURANCE POLICY—*How construed—Exceptions therein.* Accident insurance policies are to be construed like other contracts, and words of exception therein are to be construed most favorably to the insured.

5. INSURANCE—*Accident policy—Deafness—Bodily infirmity.* Deafness will not avoid a policy of insurance "against injuries received in consequence of bodily infirmity," in the absence of evidence that such deafness in any way contributed to the injury.

6. INSURANCE POLICY—"Voluntary exposure"—*Danger—Contributory negligence.* The words "voluntary exposure" in an accident insurance policy imply *conscious, intentional exposure*—something which one is willing to take the risk of. The exposure must be to what reasonable and ordinary prudence would pronounce